

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

AMERICAN HONDA MOTOR CO., INC.,

Plaintiff/Counter-Defendant,

v.

THE COAST DISTRIBUTION SYSTEM,

Defendant/Counter-Claimant.

Case No. C 06-04752 JSW

**STIPULATED PROTECTIVE  
ORDER**

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords extends only to the limited information or items that are entitled under the applicable legal principles to treatment as confidential. The parties further acknowledge, as set forth in Section 10, below, that this Stipulated Protective Order creates no entitlement to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and outside counsel (and their support staff).

2.2 Disclosure or Discovery Material: all items or information, regardless of the medium or manner generated, stored, or maintained (including, among other things,

1 testimony, transcripts, or tangible things) that are produced or generated in disclosures or  
 2 responses to discovery in this matter.

3 2.3 “Confidential” Information or Items: information (regardless of how generated,  
 4 stored or maintained) or tangible things that qualify for protection under standards  
 5 developed under F.R.Civ.P. 26(c).

6 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items: extremely  
 7 sensitive “Confidential Information or Items” whose disclosure to another Party or non-party would  
 8 create a substantial risk of serious injury that could not be avoided by less restrictive means,  
 9 including but not limited to trade secrets and non-public information relating to financial data, price lists,  
 10 identification of customers, inventories, marketing information, strategic business plans, product  
 11 development, or pending domestic or foreign patent applications.

12 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
 13 Producing Party.

14 2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery  
 15 Material in this action.

16 2.7 Designating Party: a Party or non-party that designates information or items that it  
 17 produces in disclosures or in responses to discovery as “Confidential” or “Highly Confidential —  
 18 Attorneys’ Eyes Only.”

19 2.8 Protected Material: any Disclosure or Discovery Material that is designated as  
 20 “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

21 2.9 Outside Counsel: attorneys who are not employees of a Party but who are retained  
 22 to represent or advise a Party in this action.

23 2.10 House Counsel: attorneys who are employees of a Party.

24 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well as their  
 25 support staffs).

26 2.12 Expert: a person with specialized knowledge or experience in a matter pertinent to  
 27 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
 28 consultant in this action and who is not a past or a current employee of a Party or of a competitor

1 of a Party's and who, at the time of retention, is not anticipated to become an employee of a Party  
2 or a competitor of a Party's. This definition includes a professional jury or trial consultant  
3 retained in connection with this litigation.

4 2.13 Professional Vendors: persons or entities that provide litigation support services  
5 (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing,  
6 storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

7 3. SCOPE

8 The protections conferred by this Stipulation and Order cover not only Protected Material  
9 (as defined above), but also any information copied or extracted therefrom, as well as all copies,  
10 excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by  
11 parties or counsel to or in court or in other settings that might reveal Protected Material.

12 4. DURATION

13 Even after the termination of this litigation, the confidentiality obligations imposed by this  
14 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
15 otherwise directs.

16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party  
18 or non-party that designates information or items for protection under this Order must take care to  
19 limit any such designation to specific material that qualifies under the appropriate standards. A  
20 Designating Party must take care to designate for protection only those parts of material,  
21 documents, items, or oral or written communications that qualify – so that other portions of the  
22 material, documents, items, or communications for which protection is not warranted are not  
23 swept unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
25 are shown to be clearly unjustified, or that have been made for an improper purpose (e.g., to  
26 unnecessarily encumber or retard the case development process, or to impose unnecessary  
27 expenses and burdens on other parties), expose the Designating Party to sanctions.  
28

1 If it comes to a Party's or a non-party's attention that information or items that it  
2 designated for protection do not qualify for protection at all, or do not qualify for the level of  
3 protection initially asserted, that Party or non-party must promptly notify all other parties that it is  
4 withdrawing the mistaken designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
6 (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered,  
7 material that qualifies for protection under this Order must be clearly so designated before the  
8 material is disclosed or produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (apart from transcripts of  
11 depositions or other pretrial or trial proceedings), that the Producing Party affix the legend  
12 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" on each  
13 page that contains protected material.

14 A Party or non-party that makes original documents or materials available  
15 for inspection need not designate them for protection until after the inspecting Party has indicated  
16 which material it would like copied and produced. During the inspection and before the  
17 designation, all of the material made available for inspection shall be deemed "HIGHLY  
18 CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting Party has identified the  
19 documents it wants copied and produced, the Producing Party must determine which documents,  
20 or portions thereof, qualify for protection under this Order, then, before producing the specified  
21 documents, the Producing Party must affix the appropriate legend ("CONFIDENTIAL" or  
22 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY") on each page that contains  
23 Protected Material.

24 Notwithstanding any contrary provision, in regard to American Honda Motor Co.,  
25 Inc.'s ("Honda") production drawings, The Coast Distribution System ("Coast") agrees that  
26 Honda may redact information relating to tolerances and the identification of materials from such  
27 documents. However, if Coast requests unredacted copies, one outside counsel of Coast that has  
28 been approved under this protective order to have access to Honda's confidential information may

1 have access to unredacted documents for comparison analysis. In regard Coast's production  
2 drawings, Coast may also opt to redact tolerances and identification of materials, and Honda shall  
3 have the same rights of access in regard to Coast's documents.

4 (b) for testimony given in deposition or in other pretrial or trial  
5 proceedings, that the Party or non-party offering or sponsoring the testimony identify on the  
6 record, before the close of the deposition, hearing, or other proceeding, all protected testimony,  
7 and further specify any portions of the testimony that qualify as "HIGHLY CONFIDENTIAL –  
8 ATTORNEYS' EYES ONLY." When it is impractical to identify separately each portion of  
9 testimony that is entitled to protection, and when it appears that substantial portions of the  
10 testimony may qualify for protection, the Party or non-party that sponsors, offers, or gives the  
11 testimony may invoke on the record (before the deposition or proceeding is concluded) a right to  
12 have up to 20 days to identify the specific portions of the testimony as to which protection is  
13 sought and to specify the level of protection being asserted ("CONFIDENTIAL" or "HIGHLY  
14 CONFIDENTIAL – ATTORNEYS' EYES ONLY"). Only those portions of the testimony that  
15 are appropriately designated for protection within the 20 days shall be covered by the provisions  
16 of this Stipulated Protective Order.

17 Transcript pages containing Protected Material must be separately bound  
18 by the court reporter, who must affix on each such page the legend "CONFIDENTIAL" or  
19 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," as instructed by the Party or  
20 nonparty offering or sponsoring the witness or presenting the testimony.

21 (c) for information produced in some form other than documentary, and for  
22 any other tangible items, that the Producing Party affix in a prominent place on the exterior of the  
23 container or containers in which the information or item is stored the legend "CONFIDENTIAL"  
24 or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." If only portions of the  
25 information or item warrant protection, the Producing Party, to the extent practicable, shall  
26 identify the protected portions, specifying whether they qualify as "Confidential" or as "Highly  
27 Confidential – Attorneys' Eyes Only."  
28



5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. If material is appropriately designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” after the material was initially produced, the Receiving Party, on timely notification of the designation, must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary economic burdens, or a later significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating Party’s confidentiality designation must do so in good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) with counsel for the Designating Party. In conferring, the challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. A challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first.

6.3 Judicial Intervention. A Party that elects to press a challenge to a confidentiality designation after considering the justification offered by the Designating Party may file and serve a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) that identifies the challenged material and sets forth in detail the basis for the challenge. Each such motion must be accompanied by a competent declaration that affirms that the movant has complied with the meet and confer requirements imposed in the preceding paragraph and that sets

1 forth with specificity the justification for the confidentiality designation that was given by the  
2 Designating Party in the meet and confer dialogue.

3 The burden of persuasion in any such challenge proceeding shall be on the  
4 Designating Party. Until the court rules on the challenge, all parties shall continue to afford the  
5 material in question the level of protection to which it is entitled under the Producing Party's  
6 designation.

7 7. ACCESS TO AND USE OF PROTECTED MATERIAL

8 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed  
9 or produced by another Party or by a non-party in connection with this case only for prosecuting,  
10 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only  
11 to the categories of persons and under the conditions described in this Order. When the litigation  
12 has been terminated, a Receiving Party must comply with the provisions of section 11, below  
13 (FINAL DISPOSITION).

14 Protected Material must be stored and maintained by a Receiving Party at a  
15 location and in a secure manner that ensures that access is limited to the persons authorized under  
16 this Order.

17 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
18 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
19 disclose any information or item designated CONFIDENTIAL only to:

20 (a) the Receiving Party's Outside Counsel of record in this action, as well as  
21 employees of said Counsel to whom it is reasonably necessary to disclose the information for this  
22 litigation;

23 (b) the officers, directors, and employees (including House Counsel) of the  
24 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have  
25 signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

26 (c) experts (as defined in this Order) of the Receiving Party (1) to whom disclosure  
27 is reasonably necessary for this litigation, (2) who have signed the "Agreement to Be Bound by  
28

Protective Order” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4, below, have been followed;

(d) litigation consultants (e.g., graphics vendors, jury consultants, etc.) who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(e) the Court and its personnel;

(f) court reporters, their staffs, and professional vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(g) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(h) except as may be otherwise ordered by the Court, any person may be examined as a witness at depositions and may testify concerning all CONFIDENTIAL INFORMATION that he or she wrote or received. Without in any way limiting the generality of the foregoing:

(i) a present director, officer, and/or employee of a Producing Party may be examined and may testify concerning all documents and information designated as CONFIDENTIAL INFORMATION by the Producing Party;

(ii) a former director, officer, agent, consultant and/or employee of a Producing Party may be interviewed, examined and may testify concerning any document or information designated as CONFIDENTIAL INFORMATION by the Producing Party that was written or received by the witness during the course of his or her association with the Producing Party, and where such former director, officer, agent, consultant or employee has signed the “Agreement to Be Bound by Protective Order” (Exhibit A); and

(iii) with prior written consent of the Producing Party, non-parties may be interviewed, examined or testify concerning any document or information designated as CONFIDENTIAL INFORMATION by a Producing Party that the Producing Party verifies has



1 been written or received by the non-party as a result of any contact or relationship with the  
2 Producing Party, or a representative of such Producing Party, and where such non-parties have  
3 signed the "Agreement to Be Bound by Protective Order" (Exhibit A).

4       7.3     Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
5 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
6 Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY  
7 CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

8               (a) the Receiving Party's Outside Counsel of record in this action, as well as  
9 employees of said Counsel to whom it is reasonably necessary to disclose the information for this  
10 litigation;

11              (b) House Counsel of a Receiving Party (1) who has no involvement in  
12 competitive decision-making or in patent prosecutions involving engines, products containing  
13 same, and components thereof, (2) to whom disclosure is reasonably necessary for this litigation,  
14 and (3) who has signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

15              (c) Experts (as defined in this Order) (1) to whom disclosure is reasonably  
16 necessary for this litigation, (2) who have signed the "Agreement to Be Bound by Protective  
17 Order" (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4, below, have  
18 been followed;

19              (d) litigation consultants (e.g., graphics vendors, jury consultants, etc.) who have  
20 signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

21              (e) the Court and its personnel;

22              (f) court reporters, their staffs, and professional vendors to whom disclosure is  
23 reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by  
24 Protective Order" (Exhibit A); and

25              (g) except as may be otherwise ordered by the Court, any person may be examined  
26 as a witness at depositions and may testify concerning all HIGHLY CONFIDENTIAL –  
27 ATTORNEY'S EYES ONLY that he or she wrote or received. Without in any way limiting the  
28 generality of the foregoing:

1 (i) a present director, officer, and/or employee of a Producing Party  
 2 may be examined and may testify concerning all documents and information designated as  
 3 HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY by the Producing Party;

4 (ii) a former director, officer, agent, consultant and/or employee of a  
 5 Producing Party may be interviewed, examined and may testify concerning any document or  
 6 information designated as HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY by the  
 7 Producing Party that was written or received by the witness during the course of his or her  
 8 association with the Producing Party, and where such former director, officer, agent, consultant or  
 9 employee has signed the “Agreement to Be Bound by Protective Order” (Exhibit A); and

10 (iii) with the prior written consent of the Producing Party, non-parties  
 11 may be interviewed, examined or testify concerning any document or information designated as  
 12 HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY by a Producing Party that the  
 13 Producing Party verifies has been written or received by the non-party as a result of any contact  
 14 or relationship with the Producing Party, or a representative of such Producing Party, and where  
 15 such non-parties have signed the “Agreement to Be Bound by Protective Order” (Exhibit A).

16 7.4 Procedures for Approving Disclosure of “HIGHLY CONFIDENTIAL –  
 17 ATTORNEYS’ EYES ONLY” Information or Items to “Experts”

18 (a) Unless otherwise ordered by the court or agreed in writing by the Designating  
 19 Party, a Party that seeks to disclose to an “Expert” (as defined in this Order) any information or  
 20 item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” first  
 21 must make a written request to the Designating Party that (1) sets forth the full name of the  
 22 Expert and the city and state of his or her primary residence, (2) attaches a copy of the Expert’s  
 23 current resume, (3) identifies the Expert’s current employer(s), (4) identifies each person or entity  
 24 from whom the Expert has received compensation for work in his or her areas of expertise or to  
 25 whom the expert has provided professional services at any time during the preceding five years,  
 26 and (5) identifies (by name and number of the case, filing date, and location of court) any  
 27 litigation in connection with which the Expert has provided any professional services during the  
 28 preceding five years.

1 (b) A Party that makes a request and provides the information specified in the  
 2 preceding paragraph may disclose the subject Protected Material to the identified Expert unless,  
 3 within seven court days of delivering the request, the Party receives a written objection from the  
 4 Designating Party. Any such objection must set forth in detail the grounds on which it is based.

5 (c) A Party that receives a timely written objection must meet and confer with the  
 6 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by  
 7 agreement. If no agreement is reached, the Party seeking to make the disclosure to the Expert  
 8 may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-  
 9 5, if applicable) seeking permission from the court to do so. Any such motion must describe the  
 10 circumstances with specificity, set forth in detail the reasons for which the disclosure to the  
 11 Expert is reasonably necessary, assess the risk of harm that the disclosure would entail and  
 12 suggest any additional means that might be used to reduce that risk. In addition, any such motion  
 13 must be accompanied by a competent declaration in which the movant describes the parties'  
 14 efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and confer  
 15 discussions) and sets forth the reasons advanced by the Designating Party for its refusal to  
 16 approve the disclosure.

17 In any such proceeding the Party opposing disclosure to the Expert shall bear the  
 18 burden of proving that the risk of harm that the disclosure would entail (under the safeguards  
 19 proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
 21 OTHER LITIGATION.

22 If a Receiving Party is served with a subpoena or an order issued in other litigation  
 23 that would compel disclosure of any information or items designated in this action as  
 24 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," the  
 25 Receiving Party must so notify the Designating Party, in writing (by fax, if possible) immediately  
 26 and in no event more than three court days after receiving the subpoena or order. Such  
 27 notification must include a copy of the subpoena or court order.  
 28

1           The Receiving Party also must immediately inform in writing the Party who  
 2       caused the subpoena or order to issue in the other litigation that some or all the material covered  
 3       by the subpoena or order is the subject of this Protective Order. In addition, the Receiving Party  
 4       must deliver a copy of this Stipulated Protective Order promptly to the Party in the other action  
 5       that caused the subpoena or order to issue.

6           The purpose of imposing these duties is to alert the interested parties to the  
 7       existence of this Protective Order and to afford the Designating Party in this case an opportunity  
 8       to try to protect its confidentiality interests in the court from which the subpoena or order issued.  
 9       The Designating Party shall bear the burdens and the expenses of seeking protection in that court  
 10      of its confidential material – and nothing in these provisions should be construed as authorizing or  
 11      encouraging a Receiving Party in this action to disobey a lawful directive from another court.

12           9.     UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

13          If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
 14      Material to any person or in any circumstance not authorized under this Stipulated Protective  
 15      Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the  
 16      unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c)  
 17      inform the person or persons to whom unauthorized disclosures were made of all the terms of this  
 18      Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to  
 19      Be Bound” that is attached hereto as Exhibit A.

20           10.    FILING PROTECTED MATERIAL. Without written permission from the  
 21      Designating Party or a court order secured after appropriate notice to all interested persons, a  
 22      Party may not file in the public record in this action any Protected Material. A Party that seeks to  
 23      file under seal any Protected Material must comply with Civil Local Rule 79-5.

24           11.    FINAL DISPOSITION. Unless otherwise ordered or agreed in writing by the  
 25      Producing Party, within sixty days after the final termination of this action, each Receiving Party  
 26      must return all Protected Material to the Producing Party. As used in this subdivision, “all  
 27      Protected Material” includes all copies, abstracts, compilations, summaries or any other form of  
 28      reproducing or capturing any of the Protected Material. With permission in writing from the



1 Designating Party, the Receiving Party may destroy some or all of the Protected Material instead  
2 of returning it. Whether the Protected Material is returned or destroyed, the Receiving Party must  
3 submit a written certification to the Producing Party (and, if not the same person or entity, to the  
4 Designating Party) by the sixty day deadline that identifies (by category, where appropriate) all  
5 the Protected Material that was returned or destroyed and that affirms that the Receiving Party has  
6 not retained any copies, abstracts, compilations, summaries or other forms of reproducing or  
7 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
8 retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda,  
9 correspondence or attorney work product, even if such materials contain Protected Material. Any  
10 such archival copies that contain or constitute Protected Material remain subject to this Protective  
11 Order as set forth in Section 4 (DURATION), above.

12 12. MISCELLANEOUS

13 12.1 No Waiver of Privilege. The inadvertent or unintentional disclosure of privileged  
14 documents by way of inspection or production of documents (including physical objects) shall not  
15 constitute a waiver of the privilege including the attorney-client privilege or work product  
16 immunity or any other applicable privilege if, as soon as reasonably possible after the Producing  
17 Party becomes aware of any inadvertent or unintentional disclosure, the Producing Party informs  
18 the Receiving Party of any such documents as being covered under the attorney-client privilege or  
19 work product immunity or any other applicable privilege and requests return of such documents  
20 by the receiving party. At the request of the Producing Party, the Receiving Party shall  
21 immediately return all copies of such inadvertently produced document(s). Nothing herein shall  
22 prevent the Receiving Party from challenging the propriety of the attorney-client privilege or  
23 work product immunity or other applicable privilege, but such challenge shall not be based on  
24 waiver of privilege for the inadvertent disclosure.

25 12.2 Right to Further Relief. Nothing in this Order abridges the right of any person to  
26 seek its modification by the Court in the future.

27 12.3 Right to Assert Other Objections. By stipulating to the entry of this Protective  
28 Order no Party waives any right it otherwise would have to object to disclosing or producing any



1 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,  
2 no Party waives any right to object on any ground to use in evidence of any of the material  
3 covered by this Protective Order.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5 DATED: March 16, 2007 /s/ Behrooz Shariati  
6 Attorneys for Plaintiff

7 DATED: March 16, 2007 /s/ Elizabeth A. Tedesco  
8 Attorneys for Defendant

9  
10 PURSUANT TO STIPULATION, IT IS SO ORDERED.

11 DATED: March 21, 2007

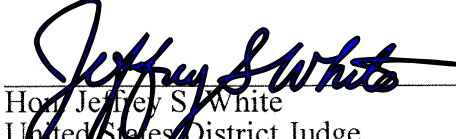
12   
13 Hon. Jeffrey S. White  
United States District Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of *American Honda Motor Co., Inc. v. The Coast Distribution System*, Case No. C 06-04752 JSW. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_